

Replacing Ord. 458

AN ORDINANCE GRANTING PERMISSION, RIGHT AND AUTHORITY TO THE PHILLIPS PIPE LINE COMPANY, A DELAWARE CORPORATION, TO CONSTRUCT, OPERATE AND MAINTAIN TWO EIGHT (8") INCH PIPE LINES, UPON, UNDER AND ACROSS THE RIGHT OF WAY LANDS OF THE EAST SIDE LEVEE AND SANITARY DISTRICT'S PROJECT NO. 8, AUXILIARY 2.

WHEREAS, the Phillips Pipe Line Company, a Delaware Corporation is desirous of acquiring the rights, privileges and authority to construct, operate, and maintain two eight (8") inch pipe lines for the transportation of oil, gas or other petroleum products across the right of way lands for Project No. 8, Auxiliary 2 of the East Side Levee and Sanitary District at the locations hereinafter named; now, therefore,

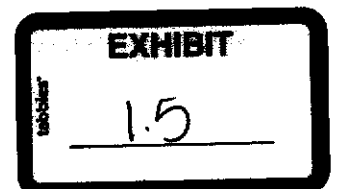
BE IT ORDAINED by the Board of Trustees of the East Side Levee and Sanitary District, as follows:

SECTION 1. The right, permission and authority is hereby granted to the Phillips Pipe Line Company, hereinafter called Grantee, its successors, lessees and assigns to construct, operate and maintain at its expense, a line of two eight (8") inch pipe for the transportation of oil, across the right of way lands for Project No. 8,, Auxiliary 2 of the East Side Levee and Sanitary District at Lot Number 179 Commonfields of Cahokia, as shown on drawing bearing Number 1A-2-41, a copy of which is attached hereto and made a part hereof by reference and which is on file in the office of the Clerk of the Board of Trustees of The East Side Levee and Sanitary District.

SECTION 2. The maintenace of the pipe line should be the responsibility of the Grantee and any maintenance work should be done under the direction of and subject to the approval of the Chief Engineer of the District who shall be represented on the work by an authorized inspector, whose salary shall be paid by the Grantee during the time that the work herein is in progress.

SECTION 3. The right, privilege and authority herein granted to said Grantee, shall continue for a period of twenty-five (25) years, provided, however, that nothing contained in this ordinance shall be construed as granting an exclusive right or franchise; provided further that the Grantee, at his own expense, make any changes in said pipe line necessitated by any construction, repairs or changes which may be hereafter made by the said District.

2003 AUG -7 A 10:45
COMMERCIAL DISTRICT
RECEIVED



SECTION 4. In consideration of the right, privileges and Authority herein granted, said Grantee shall pay to the District, the sum of FOUR THOUSAND (\$4,000.00) DOLLARS, to be paid in annual installments commencing June 9, 1979, upon filing of the written acceptance of this ordinance by said Grantee, as hereinafter provided.

SECTION 5. That said Grantee, its successors or assigns, shall protect, indemnify and save harmless the said District from any and all suits, claims or liability and expense incident thereto of whatsoever kind or character that may arise on account of the construction, operation and maintenance of said pipe line, upon, under and across the lands of said District, in the manner aforesaid, and further, it is expressly understood and agreed that the rights herein granted to said Grantee are subject to all of the lawful uses which said District may, at any time, make of its said lands.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage and approval and when said payment of FOUR THOUSAND (\$4,000.00) DOLLARS is paid by the Grantee, as herein above provided, and written acceptance hereof filed with the Clerk of the District by said Grantee, which payment shall be made and said written acceptance filed within twenty days from the approval of this Ordinance, and shall be in the following form:

"The terms and provisions of Ordinance No. 78-e-11 of the East Side Levee and Sanitary District passed on the 6th day of December 1978, and approved on the 6th day of December, 1978, are hereby accepted by the PHILLIPS PIPE LINE COMPANY, which said Company hereby agrees to all of the terms and provisions and conditions thereof."

Dated at Bartlesville Oklahoma
this 1st day of February A.D. 1979.

PHILLIPS PIPE LINE COMPANY

By: [Signature]

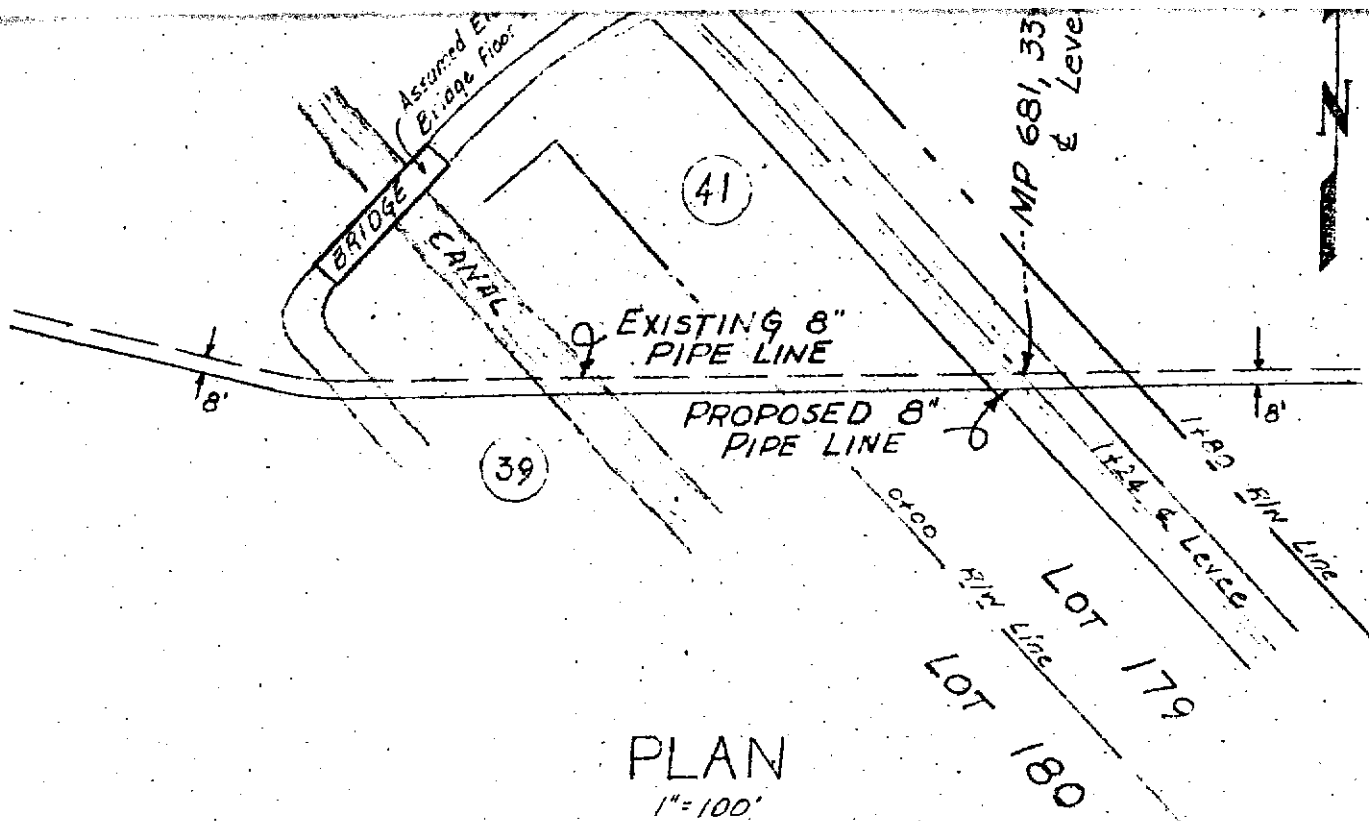
Title: ATTORNEY IN FACT

Passed: December 6 , 1978.

Approved: December 6 1978

Helen Christich
Clerk

R.D. [Signature]
President



PLAN
1"=100'



PROFILE

Vert. 1"=20', Horiz. 1"=60'

Serial 1A-2-41
E. Side Levee & Sanitary Dist.

PHILLIPS PIPE LINE COMPANY,

BARTLESVILLE, OKLAHOMA

PLAN - PROFILE OF PROPOSED AND EXISTING 8" PIPE
LINES CROSSING CANAL & LEVEE OF E. SIDE LEVEE
& SANITARY DISTRICT IN LOT 179 OF CAHOKIA COM-
MONFIELDS, ST. CLAIR COUNTY,
ILLINOIS PLM 604 "C"

DRAWN *W. L. Smith*
CHECKED

4-5-56

AFE NO.

DWG. NO.

Replacing Ord. # 459

AN ORDINANCE GRANTING PERMISSION, RIGHT AND AUTHORITY TO THE PHILLIPS PIPE LINE COMPANY, A DELAWARE CORPORATION, TO CONSTRUCT, OPERATE AND MAINTAIN TWO EIGHT (8") INCH PIPE LINES, UPON, UNDER AND ACROSS THE RIGHT OF WAY LANDS OF THE EAST SIDE LEVEE AND SANITARY DISTRICT'S PROJECT NO. 17

WHEREAS, the Phillips Pipe Line Company, a Delaware Corporation is desirous of acquiring the rights, privileges and authority to construct, operate, and maintain two eight (8") inch pipe lines for the transportation of oil, gas or other petroleum products across the right of way lands for Project No. 17, of the East Side Levee and Sanitary District at the locations hereinafter named; now, therefore,

BE IT ORDAINED by the Board of Trustees of the East Side Levee and Sanitary District, as follows:

SECTION 1. The right, permission and authority is hereby granted to the Phillips Pipe Line Company, hereinafter called Grantee, its successors, lessees and assigns to construct, operate and maintain at its expense, a line of two eight (8") inch pipe for the transportation of oil, across the right of way lands for Project No. 17 of the East Side Levee and Sanitary District at Lots Numbered 151 and 155 of the Commonfields of Cahokia in the County of St. Clair and State of Illinois, as provided in drawing bearing Number 1A-2-48, which drawing is made a part hereof by reference and which is on file in the office of the Clerk of the Board of Trustees of The East Side Levee and Sanitary District.

SECTION 2. The maintenance of the pipe line should be the responsibility of the Grantee and any maintenance work should be done under the direction of and subject to the approval of the Chief Engineer of the District who shall be represented on the work by an authorized inspector, whose salary shall be paid by the Grantee during the time that the work herein is in progress.

SECTION 3. The right, privilege and authority herein granted to said Grantee, shall continue for a period of twenty-five (25) years, provided, however, that nothing contained in this ordinance shall be construed as granting an exclusive right or franchise; provided further that the Grantee, at his own expense, make any changes in said pipe line necessitated by any construction, repairs or changes which may be hereafter made by the said District.

SECTION 4. In consideration of the right, privileges and Authority herein granted, said Grantee shall pay to the District, the sum of FOUR THOUSAND (\$4,000.00) DOLLARS, to be paid in annual installments commencing June 9, 1979, upon filing of the written acceptance of this ordinance by said Grantee, as hereinafter provided.

SECTION 5. That said Grantee, its successors or assigns, shall protect, indemnify and save harmless the said District from any and all suits, claims or liability and expense incident thereto of whatsoever kind or character that may arise on account of the construction, operation and maintenance of said pipe line, upon, under and across the lands of said District, in the manner aforesaid, and further, it is expressly understood and agreed that the rights herein granted to said Grantee are subject to all of the lawful uses which said District may, at any time, make of its said lands.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage and approval and when said payment of FOUR THOUSAND (\$4,000.00) DOLLARS is paid by the Grantee, as herein above provided, and written acceptance hereof filed with the Clerk of the District by said Grantee, which payment shall be made and said written acceptance filed within twenty days from the approval of this Ordinance, and shall be in the following form:

"The terms and provisions of Ordinance No. 78-0-12 of the East Side Levee and Sanitary District passed on the 6th day of December 1978, and approved on the 6th day of December, 1978, are hereby accepted by the PHILLIPS PIPE LINE COMPANY, which said Company hereby agrees to all of the terms and provisions and conditions thereof."

Dated at Bartlesville, Oklahoma
this 1st day of February A.D. 1979.

PHILLIPS PIPE LINE COMPANY

By: [Signature]

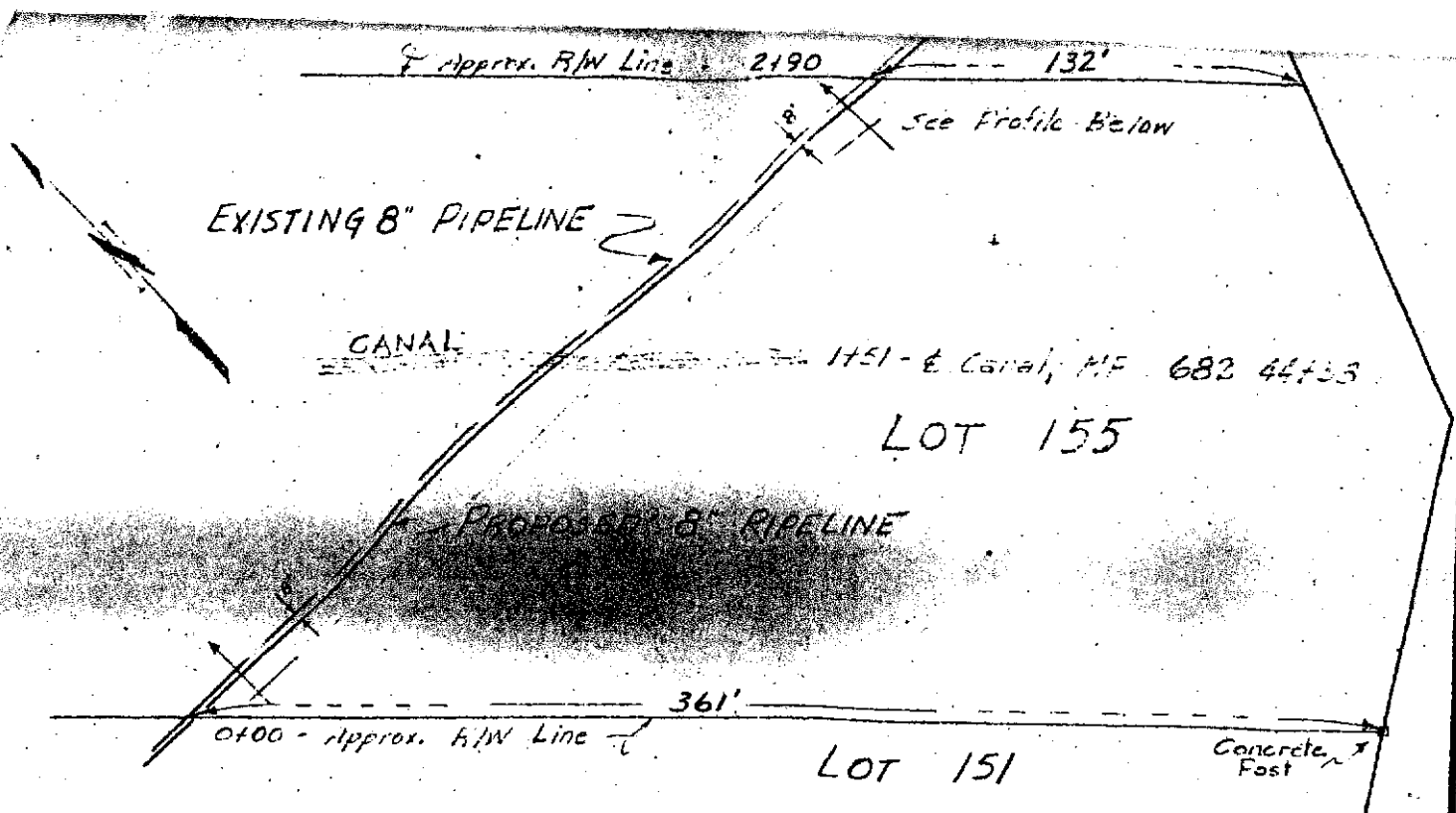
Title: MANAGER IN FACT

Passed: December 6, 1978.

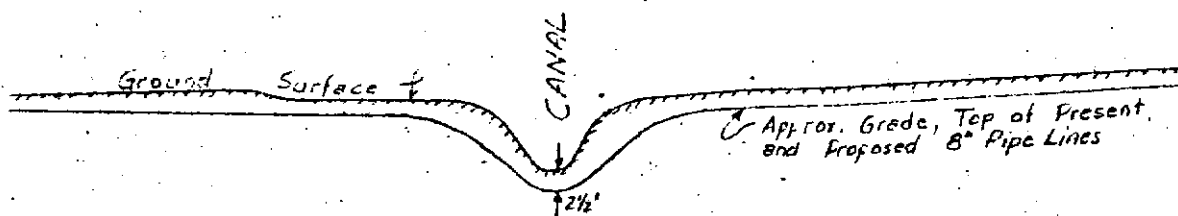
Approved: December 6 1978.

[Signature]
Clerk

[Signature]
President



PLAN
1"=60'



PROFILE
Horiz. 1"=60', Vert. 1"=20'

PLM

- "A"

Serial 1A-2-48.

E. Side Lence & Sanitary District

PHILLIPS PIPE LINE COMPANY, BARTLESVILLE, OKLAHOMA

PLAN-PROFILE OF PROPOSED AND EXISTING 8" PIPE LINES ACROSS CANAL IN LOT 155 OF THE "CAHOKIA COMMONFIELDS" SUBDIVISION, ST. CLAIR COUNTY, OKLAHOMA

AN ORDINANCE RENEWING ORDINANCE 472 GRANTING CONOCO, INC. RIGHT-OF-WAY TO LAY AN 8-INCH AND A 14-INCH PRODUCTS PIPE LINE ACROSS PROJECT 1 IN MADISON COUNTY, ILLINOIS.

WHEREAS, Conoco, Inc., previously known as Continental Oil Co., wishes to renew Ordinance 472 granting them the right to lay an 8 & 14 inch products pipe line across the right-of-way of Project 1 of the Metro East Sanitary District in Madison County, Illinois, and

WHEREAS, the Metro East Sanitary District desires to renew Conoco, Inc.'s said right;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE METRO EAST SANITARY DISTRICT, A MUNICIPAL CORPORATION, OF THE COUNTIES OF MADISON AND ST. CLAIR, ILLINOIS AS FOLLOWS:

Section 1. The right, permission and authority is hereby granted to the Conoco, Inc., its successors and assigns, to renew Ordinance 472, to lay, operate and maintain an 8-inch and a 14-inch products pipe line over and across Project 1 of the Metro East Sanitary District in Madison County, Illinois, which said point of crossing is approximately 700 feet east of the junction of the Cahokia Creek Diversion Channel and the Mississippi River, drawings of which crossing bearing Nos. 80-3.2-7 and 80-3.2-7B and date of November 7, 1954, are attached hereto, made a part hereof by reference and remain on file in the office of the Clerk of the Board of Commissioners of the Metro East Sanitary District. Both lines are contained within a five (5) foot easement and occupy 2,010 square feet at fifty cents (\$.50) per square foot per year for a total of \$1,005.00 per year due on December 8, 1979 and each year thereafter for twenty-five years.

Section 2. The right, permission and authority is also granted to Conoco, Inc. to renew Ordinance 477 granting the use of the South Flank of Project 1 in Madison County, Illinois for ingress and egress from Highway 3 west to the Mississippi River where said pipe lines are located. That said Conoco, Inc., its successors and assigns, shall use and maintain said South Flank of Project 1 for road purposes at its own expense and that said road shall be maintained in a manner sufficient to meet the needs of Conoco, Inc. during the

term of this grant.

Section 3. That any work herein authorized or required shall be done under the supervision and subject to the approval of the Chief Engineer of the Metro East Sanitary District, who shall be represented on the work by an authorized inspector, and that said Conoco, Inc., its successors and assigns, agree to reimburse the District the amount paid in salary to said inspector during the time that any said work is in progress.

Section 4. That Conoco, Inc. shall operate and maintain said pipe lines at its own expense.

Section 5. That any work done shall be in a workmanlike manner and fully maintained during the term of this grant at the expense of said Conoco, Inc.

Section 6. Conoco, Inc. shall give to the Metro East Sanitary District at least five days' written notice prior to the commencement of any work done at this site.

Section 7. That the said Conoco, Inc. shall indemnify and save harmless said Metro East Sanitary District from any and all liability of whatsoever kind or character, or claim therefor, on behalf of any person, firm or corporation, for any injuries or alleged injuries to person or property, that may arise or be alleged to arise on account of laying, maintaining and operation of said work as hereinabove described, and further it is expressly understood that the rights herein granted are subject to any lawful use by said Metro East Sanitary District of the right of way hereby granted and further, that the Conoco, Inc., shall reimburse the Metro East Sanitary District for any sum or sums that it may be compelled to expend in defending itself from the work hereinabove granted.

Section 8. That said Conoco, Inc. shall, upon thirty days' written notice from the President of the Metro East Sanitary District, or the Chief Engineer of the District, relocate, without cost of the District, any part of said work that may be done or has been done whenever same may interfere with the construction, maintenance or repairs of the works of the Metro East Sanitary District or its assigns, and such subsidiary works as may hereafter be required to enable said Metro East Sanitary District to perform such work with-

out hindrance or delay and that such work shall be done as directed by and under the supervision of the Chief Engineer of said District or his authorized inspector.

Section 9. Nothing contained in this Ordinance shall be construed as granting any exclusive right or franchise to Conoco, Inc. and shall not interfere with or affect the rights of others to whom permission has been given or hereafter shall be given for other work upon said right-of-way, and that said powers, rights and privileges herein contained shall continue for a period of twenty-five (25) years.

Section 10. This Ordinance shall be in full force as of December 8, 1979 and effect from and after its passage and approval and payment and written acceptance thereof being filed with the Clerk of the Metro East Sanitary District by Conoco, Inc., its successors and assigns, provided that said written acceptance is filed within One Hundred Twenty (120) days from the date of the approval of this Ordinance.

The following is the form of acceptance to be executed by Conoco, Inc:

"The terms and provision of Ordinance No. 81-0-3 of the Metro East Sanitary District, passed on the 4th day of February, 1981, and approved on the 4th day of February, 1981, are hereby accepted and said Conoco, Inc. does hereby agree to all the terms, provisions and conditions thereof.

Dated this 12th day of May, 1981.

CONOCO, INC.

BY: W.D. Butler

ATTORNEY IN FACT 5-12-81

PASSED: February 4, 1981

APPROVED: February 4, 1981

EFFECTIVE DATE: December 8, 1979

Walter Greathouse
Walter Greathouse, President
Metro East Sanitary District

ATTEST:

Helen C. Christie
Clerk

ORDINANCE NO. 81-0-9

AN ORDINANCE GRANTING CONOCO, INC. RIGHT-OF-WAY TO LAY TWO (2) PIPE LINES, ONE EIGHT INCH (8") and ONE NOT DETERMINED YET, ACROSS PROJECT 1 IN MADISON COUNTY, ILLINOIS.

WHEREAS, Conoco, Inc. wishes to lay, operate and maintain two (2) products pipe lines, one (1) eight (8") and the other not determined yet, across the right-of-way of Project 1 of the Metro East Sanitary District in Madison County, Illinois next to two (2) other pipe lines in Ordinance 81-0-3, and

WHEREAS, the Metro East Sanitary District desires to grant Conoco, Inc. said right;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE METRO EAST SANITARY DISTRICT, A MUNICIPAL CORPORATION, OF THE COUNTIES OF MADISON AND ST. CLAIR, ILLINOIS AS FOLLOWS:

Section 1. The right, permission and authority is hereby granted to the Conoco, Inc., its successors and assigns, to construct, operate and maintain two (2) pipe lines over and across Project 1 of the Metro East Sanitary District in Madison County, Illinois, which said point of crossing is approximately 705 feet east of the junction of the Cahokia Creek Diversion Channel and the Mississippi River, drawings of which will be forwarded before June 1981 and made a part hereof and remain on file in the office of the Clerk of The Board of Commissioners of the Metro East Sanitary District. Both lines will be contained within an area of 402 feet by five (5') or 2,010 square feet at fifty cents (\$.50) per square foot per year for a total of \$1,005.00 per year due at the passage of this Ordinance and each year thereafter for twenty-five years.

Section 2. That any work herein authorized or required shall be done under the supervision and subject to the approval of the Chief Engineer of the Metro East Sanitary District, who shall be represented on the work by an authorized inspector, and that said Conoco, Inc., its successors and assigns, agree to reimburse the District the amount paid in salary to said inspector during the time that any said work is in progress.

Section 3. That Conoco, Inc. shall operate and maintain said pipe lines at its own expense.

RETAIN PERMANENTLY

Please Return To:
R/W & CLAIMS DIVISION - SUITE 2050
CONOCO INC.
P. O. BOX 2197
HOUSTON, TEXAS 77001

Section 4. That any work done shall be in a workmanlike manner and fully maintained during the term of this grant at the expense of said Conoco, Inc.

Section 5. Conoco, Inc. shall give to the Metro East Sanitary District at least five days' written notice prior to the commencement of any work done at this site.

Section 6. That the said Conoco, Inc., its assigns and successors, shall indemnify and save harmless said Metro East Sanitary District from any and all liability of whatsoever kind of character, or claim therefor, on behalf of any person, firm or corporation, for any injuries or alleged injuries to person or property, that may arise or be alleged to arise on account of laying, maintaining and operation of said work as hereinabove described, and further it is expressly understood that the rights herein granted are subject to any lawful use by said Metro East Sanitary District of the right-of-way hereby granted and further, that the Conoco, Inc., shall reimburse the Metro East Sanitary District for any sum or sums that it may be compelled to expend in defending itself from the work hereinabove granted.

Section 7. That said Conoco, Inc. shall, upon thirty days' written notice from the President of the Metro East Sanitary District or the Chief Engineer of the District, relocate, without cost of the District, any part of said work that may be done or has been done whenever same may interfere with the construction, maintenance or repairs of the works of the Metro East Sanitary District or its assigns, and such subsidiary works as may hereafter be required to enable said Metro East Sanitary District to perform such work without hindrance or delay and that such work shall be done as directed by and under the supervision of the Chief Engineer of said District or his authorized inspector.

Section 8. Nothing contained in this Ordinance shall be construed as granting any exclusive right or franchise to Conoco, INC. and shall not interfere with or affect the rights of others to whom permission has been given or hereafter shall be given for other work upon said right-of-way, and that said powers, rights

and privileges herein contained shall continue for a period of twenty-five years.

Section 9. This Ordinance shall be in full force and effect from June 1, 1981 and after its passage and approval and payment and written acceptance thereof being filed with the Clerk of the Metro East Sanitary District by Conoco, Inc., its successors and assigns, provided that said written acceptance is filed within thirty (30) days from the date of the approval of this Ordinance.

The following is the form of acceptance to be executed by Conoco, Inc:

"The terms and provision of Ordinance No. 81-0-9 of the Metro East Sanitary District, passed on the 23rd day of April, 1981, and approved on the 23rd day of April, 1981, are hereby accepted and said Conoco, Inc. does hereby agree to all the terms, provisions and conditions thereof.

Dated this 12th day of May, 1981.

CONOCO, INC.

BY: H. D. Butten

Attorney in Fact 5-12-81

PASSED: April 23, 1981.

APPROVED: April 23, 1981.

EFFECTIVE DATE: June 1, 1981.

Walter Greathouse
Walter Greathouse, President
Metro East Sanitary District

ATTEST:

Helen C. Krustick
Clerk

ORDINANCE NO. 81-0-11

AN ORDINANCE RENEWING ORDINANCE NO. 369 GRANTING PERMISSION TO THE EAST ST. LOUIS AND INTERURBAN WATER COMPANY, NOW KNOWN AS THE ILLINOIS AMERICAN WATER COMPANY, TO OPERATE AND MAINTAIN AN EIGHT (8") INCH WATER PIPE UNDER AND ACROSS CERTAIN RIGHT-OF-WAY LANDS OF THE METRO EAST SANITARY DISTRICT IN AND ACROSS MONSANTO AVENUE IN THE VILLAGE OF MONSANTO, ST. CLAIR COUNTY, ILLINOIS.

WHEREAS, the Illinois American Water Company wishes to renew Ordinance No. 369 granting East St. Louis & Interurban Water Co., its assigns Illinois American Water Company, permission to operate and maintain an eight (8) inch water pipe under and across certain right-of-way lands of the Metro East Sanitary District in and across Monsanto Avenue in the Village of Monsanto, St. Clair County, Ill., and,

WHEREAS, the Metro East Sanitary District desires to renew said right to Illinois American Water Company;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE METRO EAST SANITARY DISTRICT, A MUNICIPAL CORPORATION, OF THE COUNTIES OF MADISON AND ST. CLAIR, ILLINOIS AS FOLLOWS:

Section 1. The right, permission and authority is hereby granted to Illinois American Water Company, its successors and assigns, to renew Ordinance 369, to operate and maintain a eight (8) inch water pipe under and across certain right-of-way lands of the Metro East Sanitary District in and across Monsanto Avenue in the Village of Monsanto, St. Clair County, which drawings are made a part hereof and which are on file in the office of the Clerk of the Board of Commissioners of the Metro East Sanitary District. The line is contained within a 72' by 5' easement and occupies three-hundred and sixty square feet (360') at fifty cents (\$.50) per square foot per year for a total of One Hundred Eighty dollars (\$180.00) per year due on April 6, 1974 and each year thereafter for twenty-five (25) years.

Section 2. That any work herein authorized or required shall be done under the supervision and subject to the approval of the Chief Engineer of the Metro East Sanitary District, who shall be represented on the work by an authorized inspector, and that said Illinois American Water Company, its successors and assigns, agree to

reimburse the District the amount paid in salary to said inspector during the time that any said work is in progress.

Section 3. That the Illinois American Water Company shall operate and maintain said pipe line at its own expense.

Section 4. That any work done shall be in a workmanlike manner and fully maintained during the term of this grant at the expense of said Illinois American Water Company.

Section 5. The Illinois American Water Company shall give the Metro East Sanitary District at least five days' written notice prior to any work done at this site.

Section 6. That the said Illinois American Water Company shall indemnify and save harmless said Metro East Sanitary District from any and all liability of whatsoever kind or character, or claims therefor, on behalf of any person, firm or corporation, for any injuries or alleged injuries to person or property, that may arise or be alleged to arise on account of laying, maintaining and operation of said work as hereinabove described, and further it is expressly understood that the rights herein granted are subject to any lawful use by said Metro East Sanitary District of the right of way hereby granted and further, that the Illinois American Water Company shall reimburse the Metro East Sanitary District for any sum or sums that it may be compelled to expend in defending itself from the work hereinabove granted.

Section 7. That said Illinois American Water Company shall, upon thirty days' (30) written notice from the President of the Metro East Sanitary District, or the Chief Engineer of the District, relocate, without cost to the District, any part of said work that may be done or has been done whenever same may interfere with the construction, maintenance or repairs of the works of the Metro East Sanitary District or its assigns, and such subsidiary works as may hereafter be required to enable said Metro East Sanitary District to perform such work without hindrance or delay and that such work shall be done as directed by and under the supervision of the Chief Engineer of said District or his authorized inspector.

Section 8. Nothing contained in this Ordinance shall be construed as granting any exclusive right or franchise to Illinois American Water Company and shall not interfere with or affect the rights of others to whom permission has been given or hereafter shall be given for other work upon said right-of-way, and that said powers, rights and privileges herein contained shall continue for a period of twenty-five (25) years.

Section 9. This Ordinance shall be in full force as of April 6, 1974 and effect from and after its passage and approval and payment and written acceptance thereof being filed with the Clerk of the Metro East Sanitary District by Illinois American Water Company, its successors and assigns, provided that said written acceptance is filed within 30 days from the date of the approval of this Ordinance.

The following is the form of acceptance to be executed by Illinois American Water Company:

"The terms and provisions of Ordinance No. 81-0-11 of the Metro East Sanitary District, passed on the 6th day of May, 1981, and approved on the 6th day of May, 1981, are hereby accepted and said Illinois American Water Company does hereby agree to all the terms, provisions and conditions thereof.

Dated this 8 day of May, 1981.

ILLINOIS AMERICAN WATER COMPANY

BY: W. Greathouse

PASSED: May 6, 1981.

APPROVED: May 6, 1981.

EFFECTIVE: April 6, 1974.

Walter D. Greathouse
Walter D. Greathouse, President
Metro East Sanitary District

ATTEST:

Helen Christich
Clerk

ORDINANCE NO. 81-0-14

AN ORDINANCE RENEWING ORDINANCE NO. 493 GRANTING EAST ST. LOUIS AND INTERURBAN WATER COMPANY, NOW KNOWN AS ILLINOIS AMERICAN WATER COMPANY, RIGHT TO LAY AN 8" WATER MAIN ACROSS PROJECT 17 IN ST. CLAIR COUNTY, ILLINOIS.

WHEREAS, the Illinois American Water Company wishes to renew Ordinance No. 493 granting East St. Louis and Interurban Water Co., its successors and assigns Illinois American Water Company permission to operate and maintain an 8" water main across the right-of-way of Project 17 of The Metro East Sanitary District in St. Clair County, Illinois, and

WHEREAS, the Metro East Sanitary District desires to renew said right to Illinois American Water Company;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE METRO EAST SANITARY DISTRICT, A MUNICIPAL CORPORATION, OF THE COUNTIES OF MADISON AND ST. CLAIR, ILLINOIS AS FOLLOWS:

Section 1. The right, permission and authority is hereby granted to Illinois American Water Company, its successors and assigns, to renew Ordinance No. 493 to operate and maintain an eight (8") inch cast iron water main under the across Project 17 of the Metro East Sanitary District in St. Clair County, Illinois at the intersection thereof with the Rocky Point Road, a drawing of which crossing bearing No. 28(a) and date of October 1955, is attached hereto and made a part hereof by reference and which is on file in the office of the Clerk of the Board of Commissioners of the Metro East Sanitary District. Said pipe is contained within a One Hundred Twenty-five foot (125') by five feet (5) or Six Hundred twenty-five (625) square feet at fifty cents (\$.50) per square foot for a total of Three Hundred Twelve dollars and fifty cents (\$312.50) per year due on November 9, 1980 and each year thereafter for twenty-five (25) years.

Section 2. That any work herein authorized or required shall be done under the supervision and subject to the approval of the Chief Engineer of the Metro East Sanitary District, who shall be represented on the work by an authorized inspector, and that said Illinois American Water Company, its successors and assigns, agree to reimburse the District the amount paid in salary to said inspector during the time that any said work is in progress.

Section 3. That the Illinois American Water Company shall operate and maintain said pipe line at its own expense.

Section 4. That any work done shall be in a workmanlike manner and fully maintained during the term of this grant at the expense of said Illinois American Water Company.

Section 5. The Illinois American Water Company shall give the Metro East Sanitary District at least five days' written notice prior to any work done at this site.

Section 6. That the said Illinois American Water Company shall indemnify and save harmless said Metro East Sanitary District from any and all liability of whatsoever kind or character, or claims therefor, on behalf of any person, firm or corporation, for any injuries or alleged injuries to person or property, that may arise or be alleged to arise on account of laying, maintaining and operation of said work as hereinabove described, and further it is expressly understood that the rights herein granted are subject to any lawful use by said Metro East Sanitary District of the right of way hereby granted and further, that the Illinois American Water Company shall reimburse the Metro East Sanitary District for any sum or sums that it may be compelled to expend in defending itself from the work hereinabove granted.

Section 7. That said Illinois American Water Company shall, upon thirty days' (30) written notice from the President of the Metro East Sanitary District, or the Chief Engineer of the District, relocate, without cost to the District, any part of said work that may be done or has been done whenever same may interfere with the construction, maintenance or repairs of the works of the Metro East Sanitary District or its assigns, and such subsidiary works as may hereafter be required to enable said Metro East Sanitary District to perform such work without hindrance or delay and that such work shall be done as directed by and under the supervision of the Chief Engineer of said District or his authorized inspector.

Section 8. Nothing contained in this Ordinance shall be construed as granting any exclusive right or franchise to Illinois American

Water Company and shall not interfere with or affect the rights of others to whom permission has been given or hereafter shall be given for other work upon said right-of-way, and that said powers, rights and privileges herein contained shall continue for a period of twenty-five (25) years.

Section 9. This Ordinance shall be in full force as of November 9, 1980 and effect from and after its passage and approval and payment and written acceptance thereof being filed with the Clerk of the Metro East Sanitary District by Illinois American Water Company, its successors and assigns, provided that said written acceptance is filed within 30 days from the date of the approval of this Ordinance.

The following is the form of acceptance to be executed by Illinois American Water Company:

"The terms and provisions of Ordinance No. 81-0-14 of the Metro East Sanitary District, passed on the 6th day of May, 1981, and approved on the 6th day of May, 1981, are hereby accepted and said Illinois American Water Company does hereby agree to all the terms, provisions and conditions thereof.

Dated this 8 day of May, 1981.

ILLINOIS AMERICAN WATER COMPANY"

BY: H. Greathouse

PASSED: May 6, 1981.

APPROVED: May 6, 1981.

EFFECTIVE November 9, 1980.

Walter D. Greathouse
Walter D. Greathouse, President
Metro East Sanitary District

ATTEST:

Helene C. Kristich
Clerk

ORDINANCE NO. 81-0-20

AN ORDINANCE RENEWING ORDINANCE NO. 370 GRANTING SOUTHWESTERN BELL TELEPHONE CO., ITS ASSIGNS ILLINOIS BELL, PERMISSION TO CONSTRUCT AND MAINTAIN A 4" WOODEN DUCT ENCASED IN 12" OF CONCRETE WITH DIAPHRAGMS ALONG THE NORTH SIDE OF MONSANTO AVENUE, ALSO TO CONSTRUCT AND MAINTAIN A CABLE INSIDE A 3" CONDUIT WITH DIAPHRAGMS ALONG WHAT IS KNOWN AS FERRY DIKE ROAD, ALL ABOVE DIAPHRAGMS TO BE BUILT TO CORPS OF ENGINEERS, U. S. ARMY SPECIFICATIONS.

WHEREAS, ILLINOIS BELL wishes to renew Ordinance No. 370 granting Southwestern Bell Telephone Company, its assigns Illinois Bell, the right, permission and authority to construct, operate and maintain a 4" wooden duct encased in 12" of concrete with diaphragms on the north side of Monsanto Avenue, and also to construct and maintain a cable inside a 3" conduit along north side Ferry Dike Road across certain right of way lands of the Metro East Sanitary District hereinafter described on the map prepared by the Corps of Engineers of the U. S. Army, being drawing numbers 326-4310 and 326-4308 as revised in May 1949, hereto attached and now on file in the office of the Clerk of the District. Said wooden ducts are each contained in an area of 70' long and 5' wide. The duct on the south side has been discontinued leaving only 2 ducts per Illinois Bell's request. These two (2) ducts cover an area of Seven Hundred (700) square feet at fifty cents (\$.50) per square foot for a total of Three Hundred Fifty dollars (\$350.00) per year due on May 4, 1974 and each year thereafter for twenty-five (25) years.

WHEREAS, the Metro East Sanitary District desires to renew said right to Illinois Bell;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE METRO EAST SANITARY DISTRICT, A MUNICIPAL CORPORATION, OF THE COUNTIES OF MADISON AND ST. CLAIR, ILLINOIS AS FOLLOWS:

Section 1. The right, permission and authority is hereby granted to Illinois Bell, its successors and assigns, to construct, operate and maintain the above named wooden ducts as described above.

Section 2. That any work herein authorized or required shall be done under the supervision and subject to the approval of the Chief Engineer of the Metro East Sanitary District, who shall be represented on the work by an authorized inspector, and that said

Illinois Bell, its successors and assigns, agree to reimburse the District the amount paid in salary to said inspector during the time that any said work is in progress.

Section 3. That any work done shall be in a workmanlike manner and fully maintained during the term of this grant at the expense of said Illinois Bell.

Section 4. That Illinois Bell shall operate and maintain said lines at its own expense.

Section 5. That Illinois Bell shall give the Metro East Sanitary District at least five days' written notice prior to any work done at this site.

Section 6. That the said Illinois Bell shall indemnify and save harmless said Metro East Sanitary District from any and all liability of whatsoever kind or character, or claim therefor, on behalf of any person, firm or corporation, for any injuries or alleged injuries to person or property, that may arise or be alleged to arise on account of laying, maintaining and operation of said work as hereinabove described, and further it is expressly understood that the rights herein granted are subject to any lawful use by said Metro East Sanitary District of the right of way hereby granted and further, that Illinois Bell shall reimburse the Metro East Sanitary District for any sum or sums that it may be compelled to expend in defending itself from the work hereinabove granted.

Section 7. That said Illinois Bell shall, upon thirty days' written notice from the President of the Metro East Sanitary District, or the Chief Engineer of the District, relocate, without cost to the District, any part of said work that may be done or has been done whenever same may interfere with the construction, maintenance or repairs of the works of the Metro East Sanitary District or its assigns, and such subsidiary works as may hereafter be required to enable said Metro East Sanitary District to perform such work without hindrance or delay and that such work shall be done as directed by and under the supervision of the Chief Engineer of the said District or his authorized inspector.

Section 8. Nothing contained in this Ordinance shall be construed as granting any exclusive right or franchise to Illinois Bell and shall not interfere with or affect the rights of others to whom permission has been given or hereafter shall be given for other work upon said right of way, and that said powers, rights and privileges herein contained shall continue for a period of twenty-five (25) years from the year 1974.

Section 9. This Ordinance shall be in full force as of May 4, 1974 and effect from and after its passage and approval and payment and written acceptance thereof being filed with the Clerk of the Metro East Sanitary District by Illinois Bell, its successors and assigns, provided that said written acceptance is filed within ⁹⁰~~30~~ ^{2 P.M.} days from the date of the approval of this Ordinance.
8-4-81

The following is the form of acceptance to be executed by Illinois Bell:

"The terms and provisions of Ordinance No. 81-0-20 of the Metro East Sanitary District, passed on the 17th day of June, 1981, and approved on the 17th day of June, 1981, are hereby accepted and said Illinois Bell does hereby agree to all the terms, provisions and conditions thereof.

Dated this 6th day of August, 1981.

ILLINOIS BELL

BY: [Signature]
D.M.P.

DISTRICT MANAGER-RIGHT OF WAY

PASSED: June 17, 1981.

EFFECTIVE May 4,, 1974.

[Signature]
Walter D. Greathouse, President
Metro East Sanitary District

ATTEST:

[Signature]
Clerk